

FILMING PERMIT
MONTANA DEPARTMENT OF FISH, WILDLIFE & PARKS

1. The Department of Fish, Wildlife & Parks, hereinafter referred to as the "DEPARTMENT", hereby permits _____, hereinafter referred to as the "PERMITTEE", to engage in the business and/or activity of filming/still photography at _____ and agrees to abide by the provisions of the Department Filming Guidelines.
2. TERM: The term of this agreement is from _____ 2005 to _____, 2005.
3. USE AREA: Area designated by regional supervisor. See Paragraph 15, "Special Terms".
4. FEES: PERMITTEE agrees to pay as the daily Park Use Fee \$_____ per day, without deduction, set off, prior notice or demand. This fee is payable on or before the first and each day of use.

LATE PAYMENT: PERMITTEE acknowledges that late payment of fee by PERMITTEE to DEPARTMENT will cause DEPARTMENT to incur costs not contemplated by this Permit, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting, and interest charges. Therefore, if any payment due from PERMITTEE is not received when due, PERMITTEE shall pay to DEPARTMENT an additional sum of \$30.00 per day as administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the DEPARTMENT will incur by reason of late payment by the PERMITTEE. Acceptance of any late charge will not constitute a waiver of PERMITTEE's default with respect to the overdue amount or prevent DEPARTMENT from exercising any of the other rights and remedies available to the DEPARTMENT.

All payments shall be made to the Department of Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620.

5. INSURANCE: (a) In order to accomplish the indemnification herein provided for but without limiting the indemnification, the PERMITTEE shall secure and maintain throughout the term of the permit the following types of insurance issued by companies acceptable to the DEPARTMENT with the limits shown below. As a condition precedent to PERMITTEE's obligations hereunder, PERMITTEE, at his own expense, shall mail

or present to the DEPARTMENT, P.O. Box 200701, Helena, MT 59620 for approval, certificates or policies of insurance as evidence that the following types and amounts of insurance are in effect during the entire term of this agreement:

1. Comprehensive Automobile Liability Insurance - to include coverage for owned, hired and non-owned vehicles with combined single limits for bodily injury and property damage of not less the \$1,000,000.
2. Comprehensive General Liability - to include premise operations and contractual liability coverage with combined single limits of \$1,000,000.
3. Extended Fire Insurance - adequate to cover full cash value of PERMITTEE's personal property, improvements and betterments located on leased premises.
4. Workers' Compensation - All Workers' Compensation Insurance liabilities as delineated by Montana State Law.

(b) All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance, and Personal Automobile shall contain additional endorsements naming the State of Montana, its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the use permitted hereunder.

(c) PERMITTEE prior to use of the department land shall provide certified copies of all policies and endorsements and a photocopy of personal automobile coverage to the DEPARTMENT evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the DEPARTMENT.

(d) All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by the State.

(e) PERMITTEE shall require the carriers of the coverages to waive all rights of subrogation against the DEPARTMENT, its officers, volunteers, employees, contractors and subcontractors.

6. BOND and DAMAGE PROVISIONS: At its sole expense, PERMITTEE shall repair and replace any damaged structures or areas occupied or used by PERMITTEE, if said damage is caused by PERMITTEE, within thirty (30) days of the date damage is sustained. A Bond, Certificate of Deposit, certified check, letter of credit or other acceptable means of security in the amount of \$1000 is required to be held by the

DEPARTMENT prior to commencement of this permit. Provision will be made so that the security is drawable by the Department.

7. CREDIT: Credit will X; will not ___ be given to the DEPARTMENT through the use of an appropriate title or announcement.
8. HOLD HARMLESS: The PERMITTEE agrees to indemnify, defend and hold harmless the DEPARTMENT and its authorized agents, officers, volunteers and employees against any and all claims arising from PERMITTEE's acts or omissions and for any costs or expenses incurred by the DEPARTMENT, or PERMITTEE on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting the indemnification, the permittee shall secure and maintain throughout the term of the contract the above types of insurance with limits as shown.
9. ASSIGNMENT PROHIBITED: PERMITTEE shall not transfer or assign this agreement to any other person or entity, voluntarily or involuntarily, and no such transfer shall be binding upon the DEPARTMENT. Violation of this provision will result in automatic termination of this permit.
10. TERMINATION: (a) DEPARTMENT reserves the right to terminate this agreement on ten (10) days written notice to the PERMITTEE. The termination shall be for good cause and shall not be arbitrary or unreasonable.

(b) The agreement may be terminated on two (2) days notice if PERMITTEE is more than two days late in fee payment.

(c) This permit is revocable and may be revoked in the discretion of the Regional Supervisor or his designee upon 24 hours notice, or without notice if damage to resources or facilities is threatened, notwithstanding any other term or condition of this permit to the contrary.
11. ATTORNEY'S FEES - COLLECTIONS AGENCY FEES: In the event suit is instituted to collect any fees and collection is placed with an attorney, the PERMITTEE shall pay all attorney's fees including necessary court costs and costs for all appeals. If the fees due are placed with a collection agency instead of an attorney, PERMITTEE shall pay for collection agency fees according to the collection agency's fee schedule. In the event suit is instituted for breach of any other terms of this agreement, the PERMITTEE shall pay all attorney's fees including necessary court costs for all appeals.

12. CONDUCT OF EMPLOYEES: PERMITTEE shall be responsible for the conduct of its employees on the entire property, without regard to whether the presence of the employee on the property is related to his status as employee of PERMITTEE.
13. CONFORMANCE WITH LAW: PERMITTEE agrees to abide by all pertinent laws, rules, and regulations of the State of Montana, the DEPARTMENT, applicable county regulations, or any other duly constituted public authority having jurisdiction (this includes fire protection). PERMITTEE agrees and understands that the commission of any illegal or unlawful act on the premises or any other portion of the property shall constitute a default on PERMITTEE's part and shall be cause of DEPARTMENT to serve Notice of Termination as provided in section 10 of this permit.

PERMITTEE agrees to abide by all provisions of the DEPARTMENT Filming Guidelines.

14. SPECIAL TERMS: PERMITTEE must be in constant contact with the Regional Supervisor or his designee. Any deviation in plans are subject to approval by the Regional Supervisor. Premises are to be left in original status as found (i.e., condition before use). Security services, if necessary, are the sole responsibility of the PERMITTEE with the approval of the Regional Supervisor.
15. NO INTEREST OR ESTATE: PERMITTEE agrees that it does not have and shall not claim at any time any interest or estate of any kind or extent whatsoever in the use area on the property, by virtue of his agreement or its occupancy or use hereunder.
16. NOTICE: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party at the following addresses:

DEPARTMENT_Montana Fish, Wildlife & Parks 1420 East 6th Ave, Helena Montana 59630.

PERMITTEE _____.

Either party may change its address by notifying the other party of its change of address.

17. OTHER PROVISIONS: No personal gratuity of any nature whatsoever will be offered to any employee of the state in connection with the exercise of the privilege granted.

18. SPECIAL PROVISIONS:

(a) Utmost care will be exercised to see that no natural, historical or cultural features will be damaged, injured or altered. No activity may take place which would adversely effect any of the resources of the property.

(b) No vehicles will be driven off of established, graveled and maintained road or roadways.

(c) Filming will only take place in the area designated on the attached map. Any variance from the designated area will require approval by the on site manager.

Permittee

Address

Local telephone

Department Director
1420 East Sixth Ave.
Helena, Mt. 59620
(406) 444-3186